

STATE OF INDIANA )  
 ) SS:  
COUNTY OF SHELBY )

*Sept*  
IN THE SHELBY CIRCUIT COURT

CAUSE NO. 23P01-0412 AL-33

STATE OF INDIANA,  
  
Plaintiff,  
  
v.  
  
RON CORBIN,  
  
Defendant.

FILED

DEC 28 2004

*Carol D. Boring*  
CLERK OF SHELBY  
SUPERIOR COURT NO.

**COMPLAINT FOR INJUNCTION, RESTITUTION,  
COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, civil penalties, costs, and other relief.

**PARTIES**

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).
2. At all times relevant to this Complaint, the Defendant, Ron Corbin, was an individual engaged in the sale of items via the Internet, with a principal place of business in Shelby County, located at 225½ North Tompkins, Shelbyville, Indiana, 46176.

**FACTS**

3. At least since July 31, 2003, the Defendant has offered items for sale via the Internet.

**A. Allegations Related to the Jeannette Cunningham Transaction.**

4. On or about July 31, 2003, the Defendant entered into a contract via the Internet with Jeannette Cunningham (“Cunningham”) of Parker, Colorado, where the Defendant represented he would sell DVD movies to Cunningham for Three Hundred Sixty-One and 99/100 Dollars (\$361.99), which Cunningham paid.

5. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that he would ship the DVDs to Cunningham within a reasonable period of time.

6. The Defendant has yet to either provide a refund, or ship the DVDs to Cunningham.

**B. Allegations Related to the Jill Potter Transaction.**

7. On or about September 21, 2003, the Defendant entered into a contract via the Internet with Jill Potter (“Potter”) of Lexington, Virginia, where the Defendant represented he would sell a new DVD movie to Potter for Eleven Dollars (\$11.00), which Potter paid.

8. The Defendant shipped the DVD to Potter; however, upon receiving the item, Potter realized that the DVD was not as the Defendant represented, but instead was an illegal DVD screener copy and states “This DVD screening copy is property of . . .” as the movie is playing. Potter shipped the DVD back to the Defendant and demanded a refund.

9. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that he would ship the DVD to Potter within a reasonable period of time.

10. The Defendant has yet to either provide a refund, or ship a legal copy of the DVD to Potter.

**C. Allegations Related to the Ramdeo Ramnarine Transaction.**

11. On or about November 14, 2003, the Defendant entered into a contract via the Internet with Ramdeo Ramnarine ("Ramnarine") of San Fernando, Trinidad and Tobago, where the Defendant represented he would sell one hundred (100) DVD movies to Ramnarine for Seven Hundred and Eighty Dollars (\$780.00), which Ramnarine paid.

12. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that he would ship the DVDs to Ramnarine within a reasonable period of time.

13. The Defendant has yet to provide a refund, or ship the DVDs to Ramnarine.

**COUNT I-VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

14. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 13 above.

15. The transactions referred to in paragraphs 4, 7, and 11 are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

16. The Defendant is a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3).

17. The Defendant's representations to the consumers that the consumers would be able to purchase the DVDs as represented, when the Defendant knew or reasonably should have known the consumers would not receive the DVDs as represented, as referenced in paragraphs 4, 7, 11, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

18. The Defendant's representations to consumer Jill Potter that the DVD movie was new and was legal to sell, when the Defendant knew or reasonably should have known it was not, as referenced in paragraph 8, is a violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(2).

19. The Defendant's representations to consumers that the Defendant would deliver the DVDs, or otherwise complete the subject matter of the consumer transaction within a reasonable period of time, when the Defendant knew or reasonably should have known he would not, as referenced in paragraphs 5, 9, and 12, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

20. The Defendant's representations to the consumers that they would be able to purchase the DVDs as advertised by the Defendant, when the Defendant did not intend to sell the DVDs as represented, as referenced in paragraphs 4, 7, and 11, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS OF THE  
DECEPTIVE CONSUMER SALES ACT**

21. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 20 above.

22. The misrepresentations and deceptive acts set forth in paragraphs 4, 5, 7, 8, 9, 11, and 12, were committed by the Defendant with knowledge and intent to deceive.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, Ron Corbin, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant from the following:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;
- b. representing expressly or by implication the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the Defendant knows or should reasonably know it is not;
- c. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he can not; and
- d. representing expressly or by implication a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant for the following relief:

- a. cancellation of the Defendant's unlawful contract with consumers, including but not limited to, all persons referenced in paragraphs 4, 7, and 11, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers, including but not limited to, all persons referenced in paragraphs 4, 7, and 11, for the purchase of the Defendant's items via the Internet, in an amount to be determined at trial;

c. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

d. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;


e. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and

f. all other just and proper relief.

Respectfully submitted,

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By:

  
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